

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**ST. LAWRENCE LODGE**

**- and**

**C.U.P.E. LOCAL 2107**

**FOR THE PERIOD OF APRIL 1, 2000**

**TO**

**MARCH 31, 2003**

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## **ARTICLE 1 - PREAMBLE**

- 1.01 It is the purpose of both parties to this Agreement:
- 1) To maintain and improve the existing harmonious relations and conditions of employment between the Employer and the Union
  - 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
  - 3) To encourage efficiency in operations
  - 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union. and
- 1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

## **ARTICLE 2- MANAGEMENT RIGHTS**

- 2.01 The Union recognizes that the management function of the Employer, and the direction of working forces, are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of the Agreement, and without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency.
  - (b) Hire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend, or otherwise discipline employees.
  - (c) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement.

These rights shall not be exercised in a manner inconsistent with the express provisions of the Agreement.

### **ARTICLE 3 - RECOGNITION**

As referred to in the Certificate issued by the Ontario Labour Relations Board, dated August 3rd, 1977, the Employer recognizes the Canadian Union of Public Employees and its Local 2107 as the sole and exclusive collective bargaining agent for all of its employees, full time and part time, save and except professional and medical staff, graduate nursing staff, undergraduate nurses, Department Heads, persons above the rank of Department Head, technical personnel and office staff.

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2107 as the sole and exclusive bargaining agent for all its employees, full time and part time, save and except professional and medical staff, registered and graduate nurses, Department Heads, persons above the rank of Department Head, technical, personnel and office staff and students.

The use of students to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practise in effect on or before May 2nd, 1995.

The Employer recognizes the following categories of employees:

- (a) The parties agreed a full time employee is an employee who is regularly employed for 38.75 hours per week.
- (b) A part time employee is an employee who works up to twenty-four (24) hours per week, save and except when he or she is relieving an employee who is on an approved leave of absence, or relieving in a temporary capacity in a vacant

position that is being posted, or in an emergency.

A part time employee who continually refused to accept work assignments for a period longer than one (1) month, unless on an approved leave of absence, shall be deemed to have terminated their employment and may only be rehired as a new employee

- (c) A temporary employee is an employee who may be engaged for a period not to exceed six (6) months when a part time employee is not available to perform such work. A temporary employee will be paid the appropriate hourly rate and overtime rate, but with no additional benefits. The aforementioned six (6) month period may be extended by mutual agreement.
- (d) All provisions of this Collective Agreement will apply to full time and part time employees except those specifically identified as applicable to one or the other

3.02 Persons whose jobs are not in the bargaining unit shall not work on any job; which are included in the bargaining unit that would result in a reduction of hours or lay-off of employees in the bargaining unit.

3.03 **No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

**ARTICLE 4- NO DISCRIMINATION**

4.01 **No Discrimination**

The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, race, creed, colour, national origin, political or religious

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affiliation, sex or marital status, nor by reason of his membership or activity in the Union

#### **ARTICLE 5- UNION MEMBERSHIP REQUIREMENT**

##### **5.01      Employees to be Members**

All employees shall become and remain members of the Union from the date of hire, as a condition of employment.

#### **ARTICLE 6- CHECK-OFF OF UNION DUES**

##### **6.01      Check-off Payments**

The Employer shall, for the duration of this agreement, deduct from an employee's salary such union dues and/or assessments as may be authorized.

##### **6.02      Deductions**

Deductions shall be made from each pay period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the last day of the month following the month in which deductions were made. A list of the names of the employees from whose wages the deductions have been made, together with any notified change of address for any such employee, shall accompany each remittance.

##### **6.03      Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues; paid by each Union member in the previous year.

#### **ARTICLE 7- NEW EMPLOYEES**

##### **7.01      New Employees**

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect

and to provide such new employees with a copy of the Collective Agreement

- 7.02 A new employee will have the opportunity to meet with a representative of the Union for a period of up to fifteen ( 15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the new employee with such representative of the Union and the Collective Agreement.

Such meetings may be arranged collectively or individually as part of the orientation period.

#### **ARTICLE 8 - COPIES OF AGREEMENT**

##### **8.01 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and obligations under it. For this reason, the Employer shall provide, at his own cost, sufficient copies of the Agreement within sixty (60) days of signing.

#### **ARTICLE 9- CORRESPONDENCE**

##### **9.01 Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of the Lodge or his designate and the Secretary of the Union or a designate.

#### **ARTICLE 10 - LABOUR-MANAGEMENT COMMITTEE**

##### **10.01 Establishment of Committee**

A Labour-Management Committee shall be established and shall enjoy the full support of both parties in the interests of improved service to the residents, job security, safety and other related matters. Minutes of such meetings will be kept, read and signed by both parties.



10.02 **Policies**

The Employer shall send to the Union copies of policies, not less than thirty (30) days prior to initiating such policies, which would effect a change in the status of working conditions of employee(s).

In the event of an urgent matter, or in an emergency, this thirty (30) day period shall be waived.

**ARTICLE 11 - LABOUR-MANAGEMENT BARGAINING RELATIONS**

11.01 **Representation**

The Employer shall not bargain with or enter into any Agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employee!; shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesman. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its Supervisory personnel with whom the Union may be required to transact business.

11.02 **Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

11.03 **Function of Bargaining Committee**

All matters pertaining to negotiating of changes to this Collective Agreement shall be referred by the Union Bargaining Committee to the

Employer for discussion and settlement in accordance with the provision of this Agreement

**11.04 Representative of Canadian Union**

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall, with the notification to the Administrator or the Assistant Administrator of the Home, have access to the Employer premises at any reasonable time in order to investigate and assist in the settlement of a grievance.

**11.05 Meeting of Committee**

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fifteen (15) calendar days after the request has been given.

**11.06 Time Off for Meetings**

A member of the Bargaining Committee, as described in Article 11.02, shall suffer no loss of pay while attending negotiating meetings with the Employer. In no event shall such attendance result in overtime pay of any sort.

**ARTICLE 12 - GRIEVANCE PROCEDURE**

**12.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting his grievance in accordance with the grievance procedure.

12.02 **Stewards**

The Union shall have the right to elect six (6) stewards who must be employees of the Employer during their term of office and one additional who shall be designated as a Chief Steward. No more than two (2) stewards shall be elected from within any one Department unless such additional steward is the Chief Steward.

Stewards so elected, shall not suffer a loss of pay as a result of attending meetings with the Employer as may be scheduled under Article 12.

12.03 **Names of Stewards**

The Union shall notify the Employer in writing of the name of each steward and the Department(s) he represents and the name of the Chief Steward, before the Employer shall be required to recognize him.

12.04 **Grievance Committee**

The Chief Steward, President of the Union, and the Steward directly involved with the grievance being considered shall constitute the Grievance Committee. Two (2) members of the Committee shall constitute a quorum for any grievance matter. At all times, the grievor has the right to be present.

12.05 **No Interference**

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed by the Employer and that he will not leave his work during working hours except to perform his duties under this Agreement. However, no steward shall leave his work without first obtaining the permission of his Supervisor which shall not unduly be withheld without just cause.

12.06

**Definition of a Grievance**

A grievance shall be in writing and shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than twenty-one (21) calendar days before the filing of the grievance.

12.07

**Settling of Grievances**

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

**STEP 1**

The aggrieved employee(s) will submit the grievance to his steward. If the employee's steward is absent he may submit his grievance to the Chief Steward and/or another member of the Grievance Committee. At each step of the grievance procedure, the grievor shall have the right to be present.

If the steward and/or the Grievance Committee consider the grievance to be justified, he/they will first seek to settle the dispute with the employee's Supervisor.

**STEP 2**

If the steward and/or the Grievance Committee consider the grievance to be justified, a written grievance will be filed with the Employee's Supervisor within the time limits set out in Article 12.06. The written grievance shall set out the particulars of the grievance and the redress sought.

**STEP 3**

Failing satisfactory settlement within five (5) working days after the grievance was submitted under Step 2, the matter may be referred to the

Administrator of the Home, or his designate. The parties shall meet within ten (10) working days of such referral to discuss the grievance. The Administrator of the Home, or his designate, shall render his decision, in writing, within five (5) working days after the meeting referred to above.

#### **STEP 4**

Failing satisfactory settlement being reached in Step 3, the grievance may, within twenty-five (25) working days of the decision of the Administrator of the Home, or his designate, under Step 3, be referred to arbitration pursuant to Section 13 of this Agreement.

#### **12.08 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of the Article may be by-passed. A policy grievance must be presented to the other party by the Grievor(s) in writing and within twenty (20) working days of the incident being grieved.

#### **12.09 Union May Institute Grievances**

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

#### **12.10 Replies in Writing**

Replies to grievance:: stating reasons shall be in writing at all stages.

12.11 **Facilities for Grievance**

The Employer shall supply the necessary Meeting Room facilities for the grievance meetings.

12.12 **Mutually Agreed Changes**

Any mutually agreed changes in this Collective Agreement shall form part of the Collective Agreement and are subject to the grievance and arbitration procedure.

12.13 **Time Limit**

Grievances which have not been properly carried through the grievance or arbitration procedure within the time limits specified shall be deemed to have been abandoned.

**ARTICLE 13 - ARBITRATION**

13.01 When the Union advises, in a timely manner as required by Step 4 of Article 12.07, that a grievance is to be submitted to arbitration, the advice shall be made by registered mail or by facsimile addressed to the Employer, indicating the name of its nominee on the Arbitration Board. Within five (5) days thereafter, the Employer shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two nominees shall then meet to select an impartial Chairman within twenty (20) working days after the completion of the two (2) nominees. If the two (2) appointees fail to agree to a Chairperson within the time limits, they may request the Office of Arbitration to appoint a Chairperson.

13.02 **Board Procedures**

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

13.03 **Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. However, the Board shall have the power to dispose of a discipline grievance by an arrangement which it deems just and equitable.

13.04 **Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

13.05 **Expenses of the Board**

Each party shall pay:

- 1) The fees and expenses of the nominee it appoints.
- 2) One half of the fees and expenses of the Chairman.

13.06 **Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties

13.07 **Witnesses**

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

13.08 Wherever "Arbitration Board" is referred to in this Agreement, the parties may mutually agree, in

writing, to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration, and the other provisions referring to Arbitration Board shall appropriately apply.

**ARTICLE 14- DISCHARGE, SUSPENSION AND DISCIPLINE**

**14.01 Discharge Procedure,**

An employee who has completed his probationary period may be suspended or discharged for just cause and upon the authority of the Employer. A Department Head or designate may suspend an employee, but shall, as soon as possible, report such action to the Administrator or designate. Such employee and the Union shall be advised promptly, in writing, by the Employer of such discharge or suspension. An employee's reply to such report shall become part of his record. The record of an employee shall not be used against him following any disciplinary action (including letters of reprimand or any adverse reports) provided twenty-four (24) months have passed and there has been no similar occurrence or report during the twenty-four (24) month period.

**14.02 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

**14.03 Burden of Proof**

In cases of discharge, the burden of proof of just cause shall rest with the Employer.

**14.04 Unjust Suspension or Discharge**

When it has been determined that an employee has been unjustly suspended or discharged,



such employee shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all lost wages and benefits for the period of suspension or discharge or any other arrangement as to compensation which is just and equitable in the opinion of a Board of Arbitration, if the matter is referred to such a Board of Arbitration.

14.05 **Right to Have Steward Present**

Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a Steward to be present at the interview.

14.06 **Warnings**

Whenever the Employer or his authorized agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved and National Representative of the Union.

14.07 **Adverse Report**

The Employer shall make available to an employee or an officer of the Union, with the consent of the employee concerned, any report concerning his work which may be on file, including particulars of any complaint that may be detrimental to the employee's advancement or standing with the Employer. Any employee shall acknowledge viewing such report or complaint by affixing thereto his signature. An employee's reply to such a report shall become part of his/her record.

14.08      **Employee Personal File**

An employee on his or her anniversary date shall have the right upon seven (7) days prior notification to have access to and review his/her personal file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

**ARTICLE 15 - SENIORITY**

15.01      **Seniority Defined**

- (a) Seniority is defined as the length of service in the bargaining unit. An employee who has completed his probationary period, as set out in Clause 15.03 below, shall have his name placed on the seniority list with seniority effective on the date the employee last commenced to work for the Employer.
- (b) Seniority for all part time employees shall be on the basis of hours worked during such period of employment and the seniority accumulated while so employed, shall be credited to any seniority accrued with succeeding full time employment and vice versa.
- (c) A part time employee shall progress to the next increment on the part time salary scale when they have completed seventeen hundred and twenty-five (1725) hours of work.

**Note:** This conversion calculation shall be effective as of January 1, 1993.

15.02      **Seniority List**

The Employer shall maintain a seniority list showing the date and classification of each employee's service. Two copies of an up-to-date seniority list shall be sent to the Union in January of each year and shall be posted on all Bulletin Boards.

15.03

**Probation for Newly Hired Employees**

A newly hired full time employee shall serve a seventy-five (75) days worked probationary period and shall be entitled to all rights and benefits of this agreement unless otherwise specified except that the discharge of a probationary employee shall be at the sole discretion of the Employer, which discretion shall not be exercised in an arbitrary, discriminatory, or bad faith manner.

For all other employees hired immediately after ratification of this collective agreement, such employees shall serve a probationary period of five hundred and eighty-one (581) hours worked. During this probationary period, the employee shall be entitled to all rights and benefits of this agreement unless otherwise specified except that the discharge of a probationary employee shall be at the sole discretion of the Employer, which discretion shall not be exercised in an arbitrary, discriminatory or bad faith manner.

15.04

**Loss of Seniority**

An employee shall not lose seniority rights as if he is absent from work because of sickness, accident, lay-offs, or leave of absence approved by the Employer.

An employee shall only lose his seniority and is deemed to have been terminated from employment in the event:

- 1) He is discharged for just cause and is not reinstated.
- 2) He resigns in writing.
- 3) He is absent from work in excess of four (4) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

- 4) He fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work.
- 5) He is laid off for a period longer than twenty-four (24) months.

15.05 **Transfers and Seniority Outside Bargaining Unit**

If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.

If an employee returns to the bargaining unit within six (6) months of the initial date of transfer, he shall be placed in a job consistent with his seniority.

If an employee is outside the bargaining unit for a period longer than six (6) months and wishes to return with no break in service with the Employer, he shall not bump or cause the lay-off of any employee in the bargaining unit and shall have lost all seniority rights within the bargaining unit. If service is broken, he shall be considered a new employee.

**ARTICLE 16 - PROMOTIONS AND STAFF CHANGES**

16.01 **Job Postings**

When a vacancy occurs, or a new position is created inside of the bargaining unit, the Employer shall post notice of the position on the bulletin board designated for such purpose for a

minimum of one (1) week and send a copy of the notice to the Union. The Employer agrees to provide the Union with written reasons for not replacing an employee who permanently vacates a position.

16.02 **Information in Postings**

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift wage or salary rate or range, and hours of work.

16.03 **Role of Seniority in Promotions and Transfers**

Both parties recognize:

- 1) The principle of promotion within the service of the Employer.
- 2) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority, provided he possesses the required qualifications. Where the qualifications are relatively equal, experience and performance shall be considered, along with seniority.

- 3) Applicants applying for vacancies or newly created position!;; shall be notified of Management's decision within the two (2) weeks of the closing date posted for applications to be received

16.04 **Trial Period**

- (i) The successful applicant shall be placed on trial for a period of forty-five (45) calendar days and, at the discretion of the Employer, upon completion of such period, shall be declared permanent or returned to

his former position. An employee may return to his former position during the trial period. An employee returning to his former position shall have his wage rate reverted accordingly, but shall not lose any seniority. Any other employee affected by such reversion of employment shall also be returned to his former position and wage rate without loss of seniority.

- (ii) A part time employee transferring to a full time position shall serve a trial period of forty-five (45) calendar days. If, during the trial period such employee does not prove satisfactory or if such employee finds he cannot perform the duties of the job, he shall return to his former part time position.
- (iii) For part time employees moving to full time positions, salary and pension revisions will be made on the first day of the next pay period following the completion of the trial period.

16.05 **Notification to Employee and Union**

Within seven (7) calendar days of the date of appointment to a vacant position, all applicants shall be notified of the successful applicant. The Union Secretary shall be notified of all appointments, hirings, lay-offs, recalls, transfers and termination of employment within the bargaining unit.

16.06 **Temporary Postings**

- (i) If a replacement is required for a temporary full time vacancy in excess of thirty (30) days, such vacancy shall be posted for a period of seven (7) days on all Bulletin Boards.
- (ii) Posting shall contain the nature of the position, rate of pay, and approximate length of vacancy.

- (iii) Seniority shall be the determining factor provided the applicant has the ability to perform the requirements of the position
- (iv) In the event that a bargaining unit employee is the successful applicant, he/she shall be returned to his/her former position at the end of the temporary period.

#### **ARTICLE 17 - LAY-OFFS AND RECALLS**

- 17.01 A lay-off shall be defined as a reduction in the work force or a reduction in an employee's regular hours of work.
- 17.02 Both parties recognize that job security shall increase in proportion to length of service, Therefore, in the event of a lay-off, employees shall be laid off in reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, provided the employee exercising that right is qualified and able to perform the work of the employee with less seniority.
- 17.03 Employees shall be recalled in order of their seniority provided they are qualified and able to perform the available work. New employees shall not be hired until those employees who are on lay-off, who are able and qualified to perform the available work, have been given an opportunity of recall.
- 17.04 The Employer shall notify employees who are to be permanently laid off (for a period in excess of thirteen (13) weeks) a minimum of thirty (30) days' notice prior to the effective date of lay-off unless legislation is more favourable to the employee. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.

- 17.05 Grievances concerning lay-offs and recalls shall be initiated at the final step of the grievance procedure.
- 17.06 When an employee is to be laid off, the employee shall be allowed two (2) hours during the employee's last shift in order to attend to any personal or pay related matters not yet settled.

#### **ARTICLE 18- HOURS OF WORK**

##### **18.01(a) Regular Daily Work**

The regular daily hours of work shall be seven and three quarters (7 3/4) hours per day plus a thirty (30) minute meal period.

- (b) The Employer may implement a four (4) and/or six (6) hour shifts to provide necessary coverage during peak periods. Where the Employer deems it necessary to implement four (4) and/or six (6) hour shifts it may do so to a maximum of ninety-six (96) hours per day. The Employer further agrees that there shall be no split scheduled shifts as referred to in Article 18.02(2).

Such shifts shall only be assigned to part-time employees as equitably as possible exempting the thirty-four (34) most senior part-time employees on the seniority list, prepared in accordance with Article 15.02.

The Parties recognize that during emergency situations the Employer may need to exceed the above-noted maximums for the duration of the emergency. The Employer will provide the Union with as much notice as possible of a need to exceed the maximums.

The Employer shall not schedule four (4) or six (6) hour shifts so that they run consecutively without more than one-half (1/2) hour between such shifts. The employer shall not implement more than eighteen (18) four (4) hour shifts per



day and the remaining available hours may be filled utilizing six (6) hour shifts in a day.

Part time employees assigned to four(4) hour shifts shall be permitted a rest period of (15) consecutive minutes approximately half way through the four (4) hour shift

NOTE: It is expressly agreed between the Employer and the Union that the four (4) hour shifts referred to above are in addition to existing shifts and shall not replace any existing shifts.

18.02

#### **Working Schedule**

- 1) Days off shall be in accordance with the two (2) week averaging certificate issued by the Ontario Ministry of Labour, Employment Standards Branch and shall be planned in such a way that full time employees receive fifty percent (50%) of their weekends off in a scheduling rotation.
- 2) There shall be no split shifts
- 3) The hours and days of work of each employee shall be posted in an appropriate place at least four (4) weeks in advance.
- 4) Should an employee be called into work prior to or after commencement of a shift and arrive after the beginning of such shift, the employee shall receive full payment for the shift, provided at least seventy-five percent (75%) of the total hours of the shift are actually worked by the employee. Where the employee fails to work seventy-five percent (75%) of the total hours of the shift, the employee shall be paid for the greater of the hours worked or those hours stipulated in Article 18.04.
- 5) A request for change in posted scheduling must be submitted in writing and co-signed by employees willing to change. It is understood that such changes which are

approved by the Employer shall not result in any penalty/premium payments. Such change must be within a pay period.

18.03 **Paid Rest Period**

Art employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of the shift.

18.04 **Reporting Pay Guarantee**

An employee reporting for work on his regular shift and for whom work subsequently is not available shall be paid his regular rate of pay for the entire period of work, with a minimum of four (4) hours.

18.05 **Shift Premium**

Where the majority of the regular hours worked are between 1500 and 0715 hours, a premium of fifty cents (50¢) per hour shall be paid for all hours worked.

**ARTICLE 19 - OVERTIME**

19.01 **Overtime Defined**

When required by the Employer, any time worked by an employee in addition to a regular shift, in accordance with 18.01, shall be considered as overtime and be paid at time and one-half the employee's basic straight time hourly rate of pay.

19.02 **Payment for or Supply of Meals**

An employee required to work more than two (2) hours overtime shall be provided with a meal or an allowance equal to the current value of a meal, paid by the Employer.

19.03 **No Lay-off to Compensate for Overtime**

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

19.04 **Calculating of Overtime Rates**

An employee who is absent on approved time off during his scheduled work week because of sickness, bereavement, holidays, vacation or other approved paid leave of absence shall, for the purpose of computing overtime pay, be considered as if he had worked during his regular hours during such absence.

19.05 **Overtime for Part Time Employees**

A part time employee shall be paid overtime for work performed in excess of seven and three quarters (7 3/4) hours in a day.

19.06 **Call Back Pay Guarantee**

An employee who is called back to work outside his regular working hours shall be paid for a minimum of two (2) hours at overtime rates.

19.07 **Time Off in Lieu of Overtime**

In lieu of cash payment for overtime, an employee may choose to receive compensatory time off at a time mutually agreed to by the employee and the Employer. Agreement to such a request for compensatory time off will not be unreasonably withheld by the Employer.

A representative of the Union shall have access to information of overtime and call back records of members of the bargaining unit.

19.08 **Overtime Accumulation**

Overtime which has been banked for the purpose of time off in lieu, which has not been taken in the calendar year in which it has been

earned, shall be paid for at the employee's hourly rate by December 31st in the year in which the overtime was earned.

19.09

**Overtime for Activation Therapist and Activationist**

The Activation Therapist and Activationist shall work on the average of seven and three-quarters (7 3/4) hours per day to a maximum of seventy-seven point five (77.5) regular hours per pay period. It was recognized that the regular hours of work for the Activation Therapists and Activationists may occasionally exceed seven and three-quarters (7 3/4) hours per day, but in no case shall they exceed seventy-seven point five (77.5) hours per pay period. All hours in excess of seventy-seven point five (77.5) hours per pay period shall be considered as overtime and payable in accordance with the provisions of this Agreement. The fourteen (14) hours rest provision as contained in this Agreement shall be waived for this classification.

**ARTICLE 20 - SHIFT WORK**

20.01

**Rest Between Change of Shifts**

Failure to provide at least fourteen (14) hours between regular shifts only, which are being changed, shall result in payment of overtime at established rates for any hours worked during such rest period. However, any hours worked resulting in premium payments, shall not be included in the fourteen (14) hour turnaround period.

For Kitchen staff, this turnaround period will be twelve (12) hours for emergency call-ins only.

**ARTICLE 21 HOLIDAYS**

21.01

**Paid Holidays**

The Employer recognizes the following as paid holidays for employees:

New Year's Day  
 Good Friday  
 Easter Monday  
 Victoria Day  
 Canada Day  
 Civic Holiday  
 Labour Day  
 Thanksgiving Day  
 Remembrance Day  
 Christmas Day  
 Boxing Day  
 \* Floating Holiday

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

\* Floating Holiday to be taken at a date mutually agreed by the Employer and employee(s) prior to November 30th in each calendar year.

A written request for the preferred date must be submitted to the Department Head at least two (2) weeks prior in advance of the date. Full time employees must have 'four (4) months' service to be eligible for the Floating Holiday. Full time employees who are absent without pay for the full months shall not receive a paid holiday (Article 21.01) or lieu time for a holiday that falls within such month.

21.02 **Compensation for Holidays Falling on Scheduled Day Off**

If a paid holiday is observed on a full time employee's scheduled day off and the employee does not work on that day, he shall be allowed, within the succeeding one hundred and twenty (120) day period, another day off with pay at a time agreeable to him and the Employer.

21.03 **Pay for Regularly Scheduled Work on a Holiday**

An employee required to work on any such holiday shall be paid at the rate of time and on-

half (1 ½) for each hour so worked, and the employee is to receive another day off at a mutually agreeable time.

An employee shall be allowed to accumulate a maximum of three (3) lieu days and all lieu days must be taken prior to December 15th in the calendar year in which they were earned. A calendar year for lieu days shall be from December 16th to December 15th.

Accumulated lieu days shall not be granted between December 15th and January 15th. All requests for lieu days must be submitted to Department Heads at least two (2) weeks in advance of the day or days requested. In order to qualify for any of the above holidays, an employee must have worked on his last scheduled day immediately preceding and worked the scheduled work day immediately following the holiday, unless the absence is due to an authorized leave of absence. Authorized leave of absence is defined as those leaves listed in Article 24.

21.04

**Christmas and New Year's Schedule**

- (i) An employee shall have Christmas or New Year's Day off, save and except in cases of an emergency when it is not possible.
- (ii) Time off at Christmas shall include Christmas Eve..afternoon shift, and Christmas Day.

Time off at New Year's shall include New Year's Eve, afternoon shift, and New Year's Day.

21.05

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in event of illness, to receive sick leave benefits in addition to the holiday pay or a lieu day in respect of the same day.

**ARTICLE 22 - VACATIONS****22.01      Length of Vacation**

- (a) A full time employee shall receive an annual vacation with pay in accordance with his years of employment as follows:
  - (i) less than one calendar year of service - 1 day per month, not to exceed 10 days;
  - (ii) 2<sup>nd</sup> and 3<sup>rd</sup> calendar year inclusive - 2 weeks per calendar year;
  - (iii) 4<sup>th</sup> to 7<sup>th</sup> calendar year inclusive - 3 weeks per calendar year;
  - (iv) 8<sup>th</sup> to 16<sup>th</sup> calendar year inclusive - 4 weeks per calendar year;
  - (v) 17<sup>th</sup> to 25<sup>th</sup> calendar year inclusive - 5 weeks per calendar year;
  - (vi) More than twenty-five (25) calendar years - six (6) weeks per calendar year.

**NOTE:** A full-time employee's total annual vacation entitlement shall be based on years of employment as of January 1st of each year. January 1st of the year following the commencement of Employment shall be considered the beginning of the second calendar year for the purposes of calculating vacation entitlement.

Employees shall not be eligible for vacation credits in any month in which the employee is absent without pay for more than fifteen (15) days in that month. In such cases, the appropriate deduction shall be made from accrued vacation entitlement.

Employees shall be allowed to carry over from one calendar year to the next calendar year a maximum of 1 week (5 days) vacation credits.

22.02 **Compensation for Holidays Falling within Vacation Schedule**

When a holiday is defined herein falls on a day during which vacation is being taken, the employee so affected shall, within the succeeding one hundred and twenty (120) days, be entitled to an additional day of vacation for the statutory holiday at such time as may be mutually agreed by the employee and Employer.

22.03 **Vacation Pay for Part-time Employees**

Part time employees shall receive a percentage vacation pay to correspond with full time vacation entitlement (on the same terms and conditions thereof) using 1725 hours equals one (1) year.

Note: The conversion factor for hours; shall be effective January 1<sup>st</sup>, 1993.

Effective January 1, 2001 part-time employees will receive vacation pay twice yearly, June 1<sup>st</sup> and December 1<sup>st</sup> of each year.

Vacation pay will be issued on a separate cheque.

22.04 **Vacation Pay on Resignation or Retirement**

An employee resigning or retiring his employment at any time in his vacation year, before he has had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

22.05 **Preference in Vacation**

Preference in the choice of vacation dates shall be determined by seniority and service with the Employer.



22.06

**Vacation Schedules**

Vacation schedules for a twelve (12) month period shall be posted by May 1st of each year and shall not be changed unless mutually agreed by the employee and the Employer. Employees shall assist with the preparation of vacation schedules after advising, in writing, his supervisor of preferable dates for annual vacations prior to April 1st of each year.

Replies to supplementary vacation requests will be given to employees, in writing, within fifteen (15) days of such request and will be given priority based on the date of such request

22.07

**Approved Leave of absence During Vacation**

If an employee applies for sick leave during his period of vacation and provided such application has an acceptable medical certificate, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

22.08

**Overtime Vacation Rate**

No employee shall be required to work during his scheduled vacation period. However, should an employee agree to work when requested during his scheduled vacation he shall be paid the regular rate of pay plus time and one half for each day which he performed any work.

22.09

Part time employee?; shall receive a percentage vacation pay to correspond with full time entitlement using 1725 hours equals one (1) year, upon their transfer to full time staff.

**NOTE:**

The conversion factor for hours shall be effective January 1, 1993

## **ARTICLE 23 - SICK LEAVE PROVISIONS**

### **23.01 Sick Leave Defined**

Sick leave means the period of time a full time employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workers Compensation Act.

### **23.02 Income Protection Plans**

#### **1. Purpose**

To continue an employee's income, in full or in part, while off work, without regular pay due to illness or injury.

#### **2. Eligibility**

All active full time Lodge employees represented by the C.U.P.E. and its Local 2107 will be covered; all such employees hired after this date will be covered on completion of three (3) consecutive months' service.

#### **3. Short Term Plan**

The Employer will provide, at no cost to the employee., a Short Term Income Protection Plan. Benefits would only be payable beginning with the fourth day of disability unless the employee is hospitalized, in which case, the employee would be eligible for benefits immediately.

An employee who is admitted for Day Surgery and has to remain off work for any time due to such surgery shall be considered to be hospitalized for the purposes of the Short Term Plan. Such

absence shall be verified by a medical certificate acceptable to the Employer.

4. **Benefits**

Entitlement to benefits is based on the length of recognized service as of the first day of absence due to non-compensable illness or injury, as follows:

**RECOGNIZED SERVICE**

Up to 3 months - Nil

3 months but less than one year

1st week at 100%  
16 weeks at 66 2/3%

1 year but less than two years

1st 3 weeks at 100%  
14 weeks at 75%

2 years but less than 3 years

1st 7 weeks at 100%  
10 weeks at 75%

3 years but less than 4 years

1st 10 weeks at 100%  
7 weeks at 75%

4 years but less than 5 years

1st 14 weeks at 100%  
3 weeks at 75%

5 years and over - 17 weeks at 100%

5. **Continuation of Other Benefits**

Employees receiving Short Term Plan Benefits, as above, are considered to be

active employees and benefits coverage under other Employer plans will continue.

6. **Reoccurring Disability**

Successive periods of disability deemed by the employee's physician to be due to the same or related cause and separated by a return to full time work of thirty (30) days or less are considered to be the same disability. Successive periods of disability deemed by the employee's physician to be entirely unrelated in cause and separated by a return to full time work of at least one (1) full day are considered to be new disabilities.

7. **Claims Procedure**

Payments will be based on information supplied; therefore, it is important that each employee notify his/her department promptly of reason for absence. Medical proof of illness or injury may be required by the Employer to substantiate absence.

8. **Sick Leave Credits**

- (i) Each current employee will be credited with a Sick Leave Credit Fund Payout. This fund will be established by multiplying one half the existing number of Sick Leave Credit Days for each employee by that employee's regular daily rate on Implementation Day to a maximum of the equivalent of one half of each employee's annual rate of salary as of that date. The balance of days will be credited to each employee to be known as his/her Sick Leave Credit Bank.
- (ii) "Daily Rate" for a bi-weekly paid hourly employee = 52 weeks regular pay (based on a 38 3/4 hour week) divided by 26 - divided by 10.

- (iii) "Annual Rate" for a bi-weekly paid hourly employee = 52 weeks regular pay (based on a 38 3/4 hour week).

9. **Sick Leave Credit Fund Payout**

- (i) Sick Leave Credits will cease to accrue effective December 31st, 1986. Commencing in 1987, each employee shall be paid an amount not to exceed two (2) weeks salary from the total Sick Leave Credit Fund Payout credited to him/her on Implementation Day. Payments will continue on this basis for each successive year until such time as the employee's Sick Leave Credit Fund Payout is reduced to a nil balance.
- (ii) On termination of employment, any balance remaining in the employee's Sick Leave Credit Fund Payout will be paid to the employee in a lump sum

10. **Sick Leave Credit Bank**

This is the residue expressed in days of the value of Sick Leave Credits remaining, if any, after the establishment of each employee's Sick Leave Credit Fund Payout.

This Bank may be used in several ways:

1. To cover, with full pay, part or all of any 3 day waiting period, of the Short Term Income Protection Plan or for Compassionate Leave not covered by the Casual Disability Bank.
2. To increase, to full pay, any Short Term Income Protection Plan payment;.
3. To provide up to the equivalent of one month's pay for early retirement

to be included in O.M.E.R.S.  
Pension calculation.

4. To extend Short Term Disability Plan prior to implementation of Long Term Disability Benefits.

**11. Casual Disability Bank**

1. In order to assist employees who are unable to report for work due to temporary illness/injury, a new Casual Disability Bank is established. Effective implementation date, January 1st, 1987, and annually on January 1st thereafter, each regular Lodge employee covered by this Plan, with more than three (3) months' service, will receive an annual non-cumulative Casual Disability Bank of five (5) regular days' pay (effective January 1st, 1996 - six (6) regular days' pay).
2. Under no circumstances will unused Casual Disability Bank days be converted to cash payment.

**12. Long Term Plan**

The following information is intended only as a guide to the overall design of the Long Term Plan. Benefits under the Plan will be subject to the terms and conditions of the contract negotiated with the insurer selected to provide this coverage. The selection of an insurer and any changes in insurer from time to time will be made at the discretion of the management of the Lodge. Discussions will take place with the Union regarding any changes. The Short Term and Long Term Plan will be integrated so that, on the 120th calendar day of continuous disability (i.e. the end of 17 weeks), the Long Term Benefits will

commence. An employee still having days in his/her Sick Leave Credit Bank will have the option of utilizing these days to extend the length of time that Short Term Plan Benefits are payable.

13. **Benefits**

The Plan will pay 66 2/3% of the employee's basic monthly earnings to a maximum benefit of \$3,000 per month. Some evidence of insurability may be required by the insurer. These benefits will be reduced by benefits received from other sources including government plans, other group insurance or retirement plans. employment income. The benefit payable under the Plan is confirmed that the all-source income limitation will be 85 % of net (after tax) pre-disability earnings.

For bi-weekly paid employees, monthly earnings will be calculated as follows:

$$\frac{\text{two weeks' regular pay} \times 26}{12}$$

14. **Continuation of Health Benefits**

The Lodge will continue to provide health benefits, such as OHIP, Dental, etc. similar to those provided to each employee's work group, e.g. if any employee covered by this Agreement is off work and receiving payments under the Long Term Plan, such an employee will continue to be covered for the same health benefits. However, when an employee continues to receive payments under the Long Term Disability Plan at the beginning of the calendar year following commencement of Long Term Disability Plan payments, benefit entitlements such as Vacation and Recognized Holidays, will cease effective on December 31st immediately prior to the beginning of that calendar year. An employee who is disabled and collecting

L.T.D. benefits can elect a waiver of premiums with O.M.E.R.S. and continue to accrue credited service for O.M.E.R.S. purposes.

15. **Duration**

Benefits are paid, so long as an employee is totally disabled, until normal retirement at age sixty-five (65) or death or cessation of total disability, whichever occur; first.

16. **Definition of Total Disability**

During the first two (2) years that benefits are paid, following one hundred and nineteen (119) days' coverage under the Short Term Plan, an employee must be wholly and continuously disabled as a result of sickness or injury and prevented from performing his/her normal duty pertaining to his/her occupation. After payments of benefits for twenty-four (24) consecutive months, payments will continue to normal retirement age if the employee remain!!;wholly and continuously disabled as a result of sickness or injury and is prevented from engaging in any and every occupation or employment for wage or profit for which he/she is reasonably qualified by education, training or experience. The employee must be under the regular care of a physician but house confinement is never required. Medical evidence to support a claim may be required at a reasonable schedule by the insurer.

17. **Reoccurrence of Disability**

After Long Term payments have commenced, successive periods of disability separated by less than six (6) months; continuous full time employment will be considered one period of disability



and no additional waiting period will apply before benefits recommence.

If the subsequent disability is due to a sickness or injury entirely unrelated to the cause of the previous disability and commence after return to full time employment, another waiting period will apply.

18. **Pre-existing Conditions**

There will be no limitations on benefits payable to an employee disabled after *the* effective date of the insurance contract even if the disability is as a result of a condition for which he/she was being *treated* prior to becoming insured.

19. **Actively Employed Requirement**

Effective March 1, 1987, the Long Term Disability Plan will provide coverage to all full time employees who are actively employed on that date, subject to the completion of the three (3) consecutive months service requirement for recently hired employees noted under Eligibility above. For any individuals who were disabled prior to the effective date of the Long Term Disability Insurance Policy, he/she will not be eligible for this coverage until he/she returns to active employment with the Lodge. The Lodge and the insurer may request appropriate medical certification to ensure the employee is fit to return to work before coverage is provided.

20. **Rehabilitative Benefits**

Although this Plan is intended to provide income protection only to employees who are totally disabled, an incentive is also provided to an employee able to engage in gainful rehabilitative employment during recovery.

21. **Pregnancy**

If an employee becomes totally disabled as a result of, or during the course of, pregnancy, she is eligible for the benefits under this coverage. Benefits are suspended, however, during the period while on pregnancy leave. Any portion of such leave of absence may be applied towards meeting the 119 day Qualifying Period for Long Term Disability, if applicable.

22. **Termination of Coverage**

Eligibility for coverage under the Short Term and Long Term Disability Plans will terminate on the date of termination of employment.

23.03 **Compassionate Leave**

Where no other than the full time employee can provide for the needs during illness of spouse, son, daughter, mother or father of the employee, the employee shall be entitled, after notifying his supervisor, to use a maximum of six (6) accumulated sick leave days for this purpose per year.

23.04 **Proof of Illness**

An employee, full or part time, may be required to produce an acceptable certificate from a Medical Practitioner for any illness in excess of five (5) consecutive working days or at the discretion of the Employer certifying that he was unable to carry out his duties due to illness.

**ARTICLE 24 - LEAVE OF ABSENCE**

24.01 **Grievance and Arbitration Pay Provisions**

Representatives of the Union who are in the employ of the Employer shall not suffer any loss of pay or benefits for time involved during Steps

1, 2 and 3 of the established procedure for settling grievances.

24.02

**Leave of Absence for Union Functions**

Upon request to the Employer, and with as much notice as possible, an employee elected or appointed to represent the Union at conventions or to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies, shall be allowed leave of absence without pay, but with benefits.

It is recognized that such absences will not exceed fifty (50) days per calendar year, without the Employer's consent.

24.03

**Leave of Absence for Full Time Union or Public Duties**

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow, subject to statute, leaves of absence without pay but without loss of seniority so that the employee may be a candidate in Federal, Provincial or Municipal elections. Seniority will not accumulate during the period of the leave.
- (b) An employee who is elected to public office shall be allowed leaves of absence without loss of seniority during his term of office without pay. Seniority will not accumulate during the period of the leave.
- (c) An employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, shall be granted unpaid leave of absence without loss of seniority for a period of up to two (2) years. Seniority will not accumulate during the period of the leave.

24.04

**Bereavement Leave**

An employee shall be entitled to bereavement leave of three (3) days, without loss of pay or benefits which must be consecutive and must normally be taken to coincide with the funeral of the deceased person in the case of the death of a parent, spouse, brother, sister, son, daughter, grandparents, grandchildren, mother-in-law, father-in-law and stepchildren. Additional days shall not be granted if any of the consecutive days are on regular days off. An additional day shall be granted if the funeral is held beyond a 200 mile radius of the Home. Such leave shall apply to part time employees for days they are scheduled to work.

Employees shall be allowed one (1) day bereavement leave without loss of pay or benefits for the attendance at the funeral of a brother-in-law or sister-in-law

24.05

**Pregnancy/Parental Leave**

Effective after the first day of the month following ratification, where an employee is on pregnancy or parental leave as provided in this agreement and provided the employee has applied for and is in receipt of Unemployment Insurance Pregnancy or Parental Leave Benefits pursuant to the *Unemployment Insurance Act*, such employee shall be paid a Supplemental Unemployment Benefit equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of the employee's weekly Unemployment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Employer of the employee's Unemployment Insurance cheque stub as proof that the employee is in receipt of Unemployment Insurance Pregnancy or Parental Benefits and shall continue while the employee is in receipt of such benefits for a

maximum period of fifteen (15) weeks in the case of pregnancy leave and ten (10) weeks in the case of parental leave. A full time employee's regular weekly earnings shall be determined by her regular weekly salary in effect in the last week prior to the commencement of the leave. A part time employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate on the employee's last day worked prior to the commencement of the leave multiplied by the employee's normal average weekly hours for the twenty (20) week period immediately preceding the leave.

The employee ~~does~~ not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

24.06 **Commencement and Duration of Pregnancy/Parental Leave**

- (a) Upon application to the Administrator of the Lodge, an employee shall be entitled to unpaid leave of absence for a period of up to thirty five (35) weeks of combined pregnancy/parental leave (18 weeks pregnancy, 17 weeks parental).
- (b) The employee shall give the Employer at least two (2) weeks notice in writing of the day upon which she intends to commence her leave of absence and shall furnish a certificate from a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which, in his opinion, delivery will occur.
- (c) An extension to pregnancy/parental leave shall only be granted when a certificate of a legally qualified medical practitioner has

been provided stating that additional leave is required for health reasons, and such extension shall be for a maximum of twelve (12) weeks.

- (d) A part time employee shall retain accrued seniority during the period off duty occasioned by her pregnancy.

24.07 **Employee Benefits During Pregnancy Leave**

A full time employee's benefits under the Ontario Health Insurance Program shall be continued during pregnancy leave of absence providing such employee arranges to reimburse the Employer for the employee's share of the cost of such benefits.

The Employer shall, during an employee's eighteen (18) weeks' pregnancy leave and/or seventeen (17) week parental leave continue to pay its portion of the benefits in which an employee on such leave was enrolled provided that the employee pay her share of such benefit premiums. This provision may be waived, in writing, by the employee.

24.08 **Procedure for Return to Work on Completion of Pregnancy/Parental Leave**

An employee who proposes to return to work at the expiration of her pregnancy/parental leave shall so advise the Administration at least two (2) weeks in advance. Such employee shall, upon return to work, be reinstated to her position or, if that position no longer exists, be provided with alternative work of a comparable nature at not less than her wages at the time her leave of absence began and without loss of seniority or benefits.

24.09 **Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror in any Court. The

Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court witness in any legal procedures in which the Employer is a party to such proceedings shall be considered as time worked with entitlement to the regular rate of pay. The above conditions will apply to part time employees in the event that they are scheduled to work on the respective days.

24.10 **General Leave**

An employee may request, as far in advance as possible and in writing, leave of absence without pay and without loss of seniority, for good and sufficient cause. Such requests shall not be unreasonably withheld

24.11 **Annual Medical Examination**

An employee shall arrange with the Employer for appropriate time off, with pay, for the purpose of undergoing an annual medical examination, in accordance with the *Homes for the Aged and Rest Home Act*. If an appointment is arranged during working hours, the employee will notify the Employer of the date and time of the appointment, as far in advance as possible. The annual medical certificate, signed by the physician, must be given to the Staff Development, Health and Safety Co-ordinator, or Designate, on return to duty.

24.12 A grievance arising from the denial of the use of this Article may be entered at Step 3, in order that the grievance may be handled as expeditiously as possible.

24.13 Any employee failing to undergo a vaccination, inoculation and/or other clinical procedures when required by the Ministry of Health or applicable Health Unit may be placed on a leave

of absence without pay for the duration any outbreak of illness in the Home.

Where an employee can show a bona fide medical reason for failing to undergo a vaccination, inoculation and/or other clinical procedure, remuneration for the duration of the employee's absence will be discussed during any outbreak of illness in the Home.

The Employer shall pay for the cost of such vaccination, inoculation and/or clinical procedure as referred to in paragraph one.

**ARTICLE: 25 - PAYMENT OF WAGES AND ALLOWANCES**

**25.01 Pay Days**

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" for regular full time employees, and Schedule "B" for, all part time employees, attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions.

**25.02 Rate of Pay on Promotion**

When an employee is promoted to another classification which has a higher rate of pay, that employee shall be placed in the next higher rate in the new classification.

The date of the promotion to the new classification shall become the anniversary date for the application of salary progression

**25.03.1 Pay on Temporary Transfers. Higher Rated Job**

When an employee is required, during any one year, to temporarily substitute or perform the principal duties of another employee for more than three (3) consecutive working days, such



employee shall thereafter, during the temporary transfer, be entitled to the rate of pay established for the substitute position subject to a maximum of ten percent (10%) when relieving outside of the bargaining unit.

25.04 **Pay on Temporary Transfer, Lower Rated Job**

An employee temporarily assigned to a position paying a lower wage shall not have his rate reduced during such period of employment.

25.05 **Vacation Pay**

Within fourteen (14) days written notice, an employee may receive, on the last office day preceding commencement of his annual vacation, a salary advance cheque equal to the next regular pay cheque he is entitled to receive during the vacation period.

25.06 **On Call Provisions**

When an employee is advised that he is "on call", that is, immediately available by telephone contact, he shall be paid as follows:  
Monday to Friday inclusive - two (2) hours per day  
Saturday, Sunday or Holidays- three (3) hours per day

25.07 **Education Allowances**

The Employer shall pay the cost of an academic or technical course approved by the Employer. Where the Employer requires an employee to upgrade or update the employee's qualifications, the cost of such course shall be paid by the Employer.

25.08 The Employer agree; to pay an annual uniform allowance of One Hundred and Ten Dollars (\$110.00) to full time employees and Sixty Dollars (\$60.00) to part time employees provided the employee is actively employed and receiving

wages from the Employer on December 1st of each year. Payments for uniform allowance shall commence on December 1st, 1995 and be made on or after December 1st of each year thereafter on a separate cheque.

- 25.09 The Employer shall reimburse employees occupying the Registered Practical Nurse classification for annual registration with the College of Nurses of Ontario to a maximum of fifty dollars (\$50.00) annually provided that:
- (a) The employee presents proof of registration and payment of registration fees to the Employer; and
  - (b) Such proof is presented by June 1 of the calendar year.

**ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION**

26.01 **Job Descriptions and Changes in Classifications**

The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent, and forward them to the Union Secretary for discussion, if required.

In the event a new position is created by the Employer, or that a position changes significantly, the Employer agrees to discuss with the Union the contents of the new job description, or a revised one in the case of reclassification. If agreement on the content or salary level for all new positions or reclassified positions cannot be reached, then the matter will be subject to binding arbitration in accordance with the arbitration procedures as specified in this Agreement.

**ARTICLE 27 - PENSION PLAN****27.01      Pension Plan**

In addition to the Canada Pension Plan, every full time employee, and optional for the part time employees, with the exception of students, shall, in accordance with existing Policies, join the Ontario Municipal Employee's Retirement System. The Employer and the employees shall make contributions in accordance with the provisions of the plan.

**ARTICLE 28 - HOSPITAL AND MEDICAL INSURANCE****28.01      Employer Contributions to Hospital and Medical Insurance**

1. Ontario Health Insurance - 100%
2. Blue Cross Extended Health Care Plan (or equivalent) - 100%
3. Blue Cross Plan for Semi-Private Hospital Care (or equivalent) - 100%
4. Group Life Insurance Plan - 75/25% with the following components:
  - (a) A benefit equal to two times annual salary to the next highest \$1,000 of benefit.
  - (b) Accidental Death and Dismemberment Insurance equal in amount to the Life Insurance.
  - (c) Dependent Life Insurance: -
 

Employee's spouse	\$2,000
Employee's children	\$1,000
5. Dental Plan No. 9 with Hider #1 to apply as follows:
 

Effective January 1, 2001 - 1999 (or equivalent) ODA Schedule of Fees - 75/25 co-pay;

Effective January 1, 2002 - current ODA  
Schedule of Fees - 75/25 co-pay.

6. Vision Care:

January 1, 2001 - one hundred and  
seventy-five dollars (\$175.00) every  
twenty-four (24) months - 60/40 co-pay

January 1, 2002 - two hundred dollars  
(\$200.00) every twenty-four (24) months -  
60/40 co-pay.

7. Long Term Disability

50/50 co-pay

8. Effective thirty (30) days after date of  
ratification, whichever is the latter -Hearing  
Aide - Five Hundred Dollars (\$500.00)  
lifetime maximum - 75/25% co-pay.

The provisions of this section shall not apply to  
part time employees and students employed  
during the school vacation period.

28.02

**Benefits for Part Time Employees**

- (i) In lieu of benefits, part time employees shall receive twelve (12%) percent over and above their hourly rate for each hour so worked. This percentage shall exclude vacation pay and ***include a/pension benefits.***
- (ii) When a part time employee is tentatively accepted for a full time position during the applicable probationary period, the employee shall be paid the applicable part time salary and benefits. Following successful completion of the probationary period, the employee will be designated as a full time employee with applicable full time salary and benefits.

## **ARTICLE 29- GENERAL CONDITIONS**

### **29.01 Proper Accommodation**

The Employer will designate proper accommodation for employees to have their meals and store and change their clothes.

### **29.02 No Strikes or Lockouts**

The Union agrees there shall be no strikes and the Employer agrees that there shall be no lock-outs so long as this Agreement continues to be in force. The term "strike" and "lock out" shall bear the meaning given as defined in the ***Labour Relations Act*** of Ontario.

### **29.03 Bulletin Board**

The Employer shall provide a proper Bulletin Board which will be placed so that all employees will have access to it. The Union shall have the right to post notices of meetings on this Board, and such notices as may be of interest to the employees may be posted subject to the Employer's agreement. The parties will sign a Letter of Agreement outlining matters that are approved for posting in advance of the Employer.

### **29.04 Contracting Out**

The Employer will not contract out any work with the objective of affecting a lay-off or reducing the regular hourly rate of pay of any employee in the bargaining unit. The parties agree to consult on a monthly basis or as may be otherwise agreed as to the Employer's requirements for the contracting out of services.

## **ARTICLE 30 PRESENT CONDITIONS AND BENEFITS**

### **30.01 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any

law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may re-open the pertinent parts of the Agreement for negotiations.

#### **ARTICLE 31 - GENERAL**

##### **31.01 Plural or Feminine Terms May Apply**

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

#### **ARTICLE 32- TERM OF AGREEMENT**

##### **32.01 Duration**

This Collective Agreement shall become effective from April 1, 2000, to March 31, 2003, and shall continue in force from year to year thereafter unless either party gives notice to the other party hereto of a desire to terminate or amend this agreement.

Such notice and preliminary proposals shall be given in writing by the party giving notice not earlier than ninety (90) days and at least thirty (30) days before the expiry date of this Agreement or any subsequent anniversary date of which this Agreement remains in force.

##### **32.02 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement

32.03

**Time of Meeting**

Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

**ST. LAWRENCE LODGE, BROCKVILLE, CUPE SALARIES**  
**EFFECTIVE APRIL 1, 2000**

**(HOURLY RATES)**

<b>SCHEDULE "A"</b>		<b>FULL TIME STAFF</b>			
		Apr1/00	Apr1/01	Apr1/02	Aug 1/02
Environmental Services	Start	14.64	14.96	15.26	15.34
Food Service Maid	1YR	14.87	15.20	15.51	15.58
Kitchen Porter	2YR	15.23	15.57	15.88	15.96
Cleaner	Start	14.85	15.18	15.48	15.56
Outside Worker	1YR	15.22	15.56	15.87	15.95
	2YR	15.60	15.94	16.26	16.34
Nursing Attendant	Start	14.93	15.25	15.56	15.64
	1YR	15.29	15.63	15.94	16.02
	2YR	15.67	16.02	16.34	16.42
Registered Practical Nurse	Start	15.71	16.06	16.38	16.46
	1YR	15.99	16.34	16.67	16.75
	2YR	16.46			17.24
Activation Therapist	Start	15.32	15.66	15.97	16.05
Activationist	1YR	15.60	15.94	16.26	16.34
Cook	2YR	16.07	16.42	16.75	16.84
Maintenance Mechanic	Start	15.80	16.14	16.47	16.55
	1YR	16.21	16.57	16.90	16.99
	2YR	16.71	17.07	17.41	17.50
Storekeeper	Start	16.16	16.52	16.85	16.93
	1YR	16.64	17.01	17.35	17.44
	2YR	17.14	17.51		17.95



**ST. LAWRENCE LODGE, BROCKVILLE, CUPE SALARIES**  
**EFFECTIVE APRIL 1, 2000**

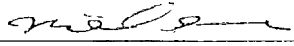
**(HOURLY RATES)**


<b>SCHEDULE "B"</b>		<b>PART TIME STAFF</b>			
		Apr1/00	Apr1/01	Apr1/02	Aug 1/02
Environmental Services	Start	14.64	14.96	15.26	15.34
Food Service Maid	1YR	14.87	15.20	15.51	15.58
	2YR	15.23	15.57	15.88	15.96
Cleaner	Start	14.85	15.18	15.48	15.56
	1YR	15.22	15.56	15.87	15.95
	2YR	15.60	15.94	16.26	16.34
Nursing Attendant	Start	14.93	15.25	15.56	15.64
	1YR	15.29	15.63	15.94	16.02
	2YR	15.67	16.02	16.34	16.42
Registered Practical Nurse	Start	15.71	16.06	16.38	16.46
	1YR	15.99	16.34	16.67	16.75
	2YR	16.46	16.82	17.16	17.24
Cook	Start	15.32	15.66	15.97	16.05
	1YR	15.60	15.94	16.26	16.34
	2YR	16.07	16.42	16.75	16.84


**NOTE:** The above rates for Schedule "B" are exclusive of pay in lieu of benefits for part-time employees (Article 28.02 (i) and vacation pay (Article 22.03).

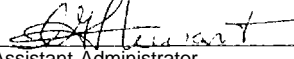
DATED at Brockville, Ontario this 10th day of July 2001.

SIGNED ON BEHALF OF ST. LAWRENCE LODGE,  
HOME FOR THE AGED, BROCKVILLE, ONTARIO

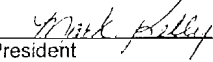
  
Chairman, Committee of Management

  
Vice - Chairman, Committee of Management

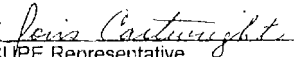
  
Administrator

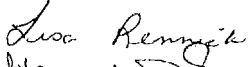
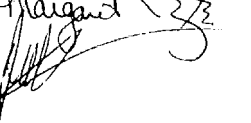
  
Assistant Administrator

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ~~ITS~~ **LOCAL 2107**

  
President

Vice-president

  
CUPE Representative

LETTER OF UNDERSTANDING

BETWEEN

ST. LAWRENCE LODGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2107

Unused casual disability bank days existing at the end of the calendar year will be converted to a cash payment of one-half (%) their value based on the employee's regular non-overtime hourly rate, by January 30 of the following year.

No employee shall receive the above noted payment where there number of paid sick days, from any source whatsoever in the calendar year amounts to six (6) or more.

The Parties agree that this shall be tried for a trial period between January 1, 2001, and December 31, 2001. The Parties will meet in 2002 to assess whether the cash pay out will be continued, by mutual agreement.

Article 23.02, paragraph 11, subparagraph 2 shall be suspended from operation while this Letter is in effect.

**LETTER OF UNDERSTANDING**

**BETWEEN**

ST. LAWRENCE LODGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2107

Re: Job Sharing and Joint Job Evaluation Plans

Both Parties agree to the following process, in an effort to reach a mutually agreeable plan(s) for Job Sharing and Joint Job Evaluation:

1. Each Party will appoint a committee of three (3). The Union Committee will additionally have the National Representative as a member and the President of CUPE Local 2107.
2. The committee will meet on a mutually agreed schedule and attempt to agree on a Job Sharing and Joint Job Evaluation Plan(s) by December 31, 2001.
3. The Negotiating Committees will have the authority to recommend or not recommend the said plan(s) for ratification by June 30, 2002.
4. Failure to agree on such plan(s) does not preclude either Negotiating Committee from proposing such a plan(s) during 2003 negotiations.

LETTER OF UNDERSTANDING

BETWEEN

ST. LAWRENCE LODGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2107

The Employer agrees not to lay-off any permanent employee existing as of the date of ratification of this Agreement. This obligation shall automatically expire on March 31, 2003, and shall not be continued beyond this date unless specifically agreed in writing by the Parties.

The Union acknowledges that for the duration of this obligation the Employer may transfer employees as necessary to avoid lay-off, notwithstanding the Collective Agreement, at no less than their regular non-overtime hourly rate.